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INTERSTATE COMMERCE COMMISSION
FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT

THIS FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT, dated as of September 1, 1974, among TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as Trustee under a Trust Agreement dated as of September 1, 1974 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent"), and CRYSTAL CAR LINE, an Illinois corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Agent and the Lessee have heretofore executed and delivered that certain Lease of Railroad Equipment dated as of September 1, 1974 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Schedule 1 attached to the Lease (the "Equipment"); and

WHEREAS, the Lessor, the Agent and the Lessee desire to amend the Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Agent and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

Section 11.01 of the Lease shall be and the same is hereby amended so as to read in its entirety as follows:

"11.01. Insurance. Lessee agrees that it will at all times during the term of this Lease and at its own cost and expense keep each Item of Equipment insured against loss by fire, windstorm and explosion and with extended coverage and against such other risks as are customarily insured against by companies owning property of a similar character and engaged in a business similar to that engaged in by Lessee at not less than the full insurable value (actual replacement value less actual physical depreciation) thereof and in any event not less than the Casualty Value (as defined in Section 11.06 hereof) of such Item of Equipment as of the next following Rent Payment Date, and will maintain general public liability insurance with respect to the Equipment against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than \$60,000,000 in the aggregate in any one year. Any such insurance may have applicable thereto deductible provisions to no greater extent

than in effect for insurance coverage for equipment similar to the Equipment owned by Lessee and may be carried under blanket policies maintained by Lessee so long as such policies otherwise comply with the provisions of this Section 11.01. All such insurance shall cover both the interest of Lessor and Lessee in the Equipment or, as the case may be, shall protect Lessee in respect of risks arising out of the condition, maintenance, use, ownership or operation of the Equipment and shall provide that losses, if any, in respect of the Equipment shall be payable to Lessee and Lessor as their respective interests may appear; provided, however, that upon receipt by Lessee of notice of the assignment of this Lease and the rents and other sums payable hereunder, as provided in Section 16 hereof, Lessee shall cause the insurance on the Equipment to provide that the losses, if any, shall be payable (except as provided below) to the assignee specified in such notice (referred to in this Section as the "Secured Assignee") under a standard mortgage loss payable clause satisfactory to Lessor and the Secured Assignee which shall provide that the insurer thereunder waives all rights of subrogation against Lessor, Lessee, the Trustor and the Secured Assignee, that thirty days' prior written notice of cancellation shall be given to the Secured Assignee and that such insurance as to the interest of the Secured Assignee therein shall not be invalidated by any act or neglect of Lessor, Lessee or Trustor or by any foreclosure or other remedial proceedings or notices thereof relating to the Equipment or any interest therein nor by any change in the title or ownership of the Equipment or any interest therein or with respect thereto, or by the use or operation of the Equipment for purposes more hazardous or in a manner more hazardous than is permitted by such policy. No such policy shall contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Equipment against the peril involved, whether collectible or not. The loss, if any, under any policy covering the Equipment shall be adjusted with the insurance companies by Lessee, subject to the approval of Lessor and the Secured Assignee if the loss exceeds \$75,000. The loss so adjusted shall be paid to the Secured Assignee pursuant to said loss payable clause unless said loss is \$75,000 or less, in which case said loss shall be paid directly to Lessee. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as provided in this Lease. Lessee shall furnish Lessor with certificates or other satisfactory evidence of maintenance of the insurance required hereunder and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal prior to the expiration date of the original policy or policies.

All insurance provided for in this Section 11.01 shall be effected with insurance companies approved by Lessor and the Secured Assignee, which approval shall not be unreasonably withheld. All such policies shall provide that the same shall not be cancelled without at least thirty days' prior written notice to each assured named therein and to the Lessor.

David A. Mobley

The proceeds of any insurance received by Lessor or the Secured Assignee on account of or for any loss or casualty in respect of any Item of Equipment shall be released to Lessee either (i) upon a written application signed by the President, any Vice President or the Treasurer of Lessee for the payment of, or to reimburse Lessee for the payment of, the cost of repairing, restoring or replacing the Item of Equipment which has been lost, damaged or destroyed (which application shall be accompanied by satisfactory evidence of such cost and of the completion of such repair, restoration or replacement), or (ii) if this Lease is terminated with respect to such Item of Equipment pursuant to Section 11.04 promptly upon payment by Lessee of the Casualty Value ^{to} ~~of~~ such Secured Assignee; provided that, if Lessee is at the time of the application in default in the payment of any other liability of Lessee to Lessor hereunder, such proceeds shall be applied against such liability."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

[CORPORATE SEAL]

Attest:

Joanne L. Miller
Assistant Secretary

TRUST COMPANY FOR USL, INC.,
as Trustee under a Trust Agreement
dated as of September 1, 1974

By

David A. Mobley
Its Vice President

LESSOR

[CORPORATE SEAL]

Attest:

W. E. O'Leary
Secretary

CRYSTAL CAR LINE

By

W. A. O'Leary
VICE PRESIDENT

LESSEE

[CORPORATE SEAL]

Attest:

Joanne L. Miller
Assistant Secretary

By

Robert M. Tabbitt
Its Vice President

AGENT FOR LESSOR

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

On this 18th day of February, 1975, before me personally appeared David A. Woolsey to me personally known, who being by me duly sworn, says that he is Vice President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter J. Mahan
Notary Public

[NOTARIAL SEAL]

My commission expires: December 6, 1975

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

On this 18th day of February, 1975, before me personally appeared Robert M. Tibbitts, to me personally known, who being by me duly sworn, says that he is Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter J. Mahan
Notary Public

[NOTARIAL SEAL]

My commission expires: December 6, 1975

STATE OF New Jersey)
COUNTY OF Bergen) SS

On this 14th day of February, 1975, before me personally appeared G. A. Burns, to me personally known, who being by me duly sworn, says that he is J.P. of CRYSTAL CAR LINE, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas J. Burns
Notary Public

[NOTARIAL SEAL]

My commission expires:

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 22, 1979